

4-117.
WHEN RECORDED RETURN TO:
Online Community Solutions
PO BOX 548
West Jordan, UT 84084

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
INTRIGUE AT JORDAN LANDING**

This First Amendment to the Declaration of Condominium for Intrigue at Jordan Landing (hereinafter the "Declaration") is made and executed by the Management Committee with the necessary approval of the members of the Intrigue Homeowner's Association, a Utah Nonprofit Corporation (hereinafter the "Association"). The contents of this First Amendment to the Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

RECITALS

WHEREAS, the Declaration of Condominium for Intrigue at Jordan Landing was recorded on June 22, 2001 as Entry No. 7929784, Book 8471 at Pages 3585-3654 in the offices of the Salt Lake County Recorder.

WHEREAS, Article III, Section 36(c) of the Declaration provides that the Association may amend the Declaration with the affirmative vote of at least sixty seven percent (67%) of the Owners.

WHEREAS, the Association's Declaration does not currently provide for any limitation on the rental of Units. The Utah Condominium Act currently sets out the provisions under which rentals may be restricted; the contents of the statute are found at UCA 57-8-10(9).

WHEREAS, Article VII, Section 1 of the Association's Bylaws provide that the Bylaws may be modified or amended either (a) by the affirmative vote of a majority of the members of the association or (b) pursuant to a written instrument of consent duly exercised by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

WHEREAS, the Association's Declaration and Bylaws provide that fifty-one (51%) percent of Owners shall constitute a quorum for the adoption of decisions.

NOW THEREFORE, the Association is making the following additions and amendments, which have been approved by the members of the Association as required by Article III, Section 36(c) of the Declaration, so that the Declaration is in compliance with state condominium laws; so that the Association can prevent a disproportionate number of rentals; so that quorum business might be carried out more efficiently, and that

the Declaration can be amended more easily.

AMENDMENT ONE

NOW THEREFORE, Article III, Section 17 of the Declaration is hereby amended to read as follows:

17. Owner Occupancy Requirement and Rental and Lease Restrictions. In addition to the all of the other requirements of this Declaration, owners, and units are subject to the restrictions and requirements specified in this Section.

- (A) Owner Occupancy Requirement.
- (1) Owner Occupancy Requirement. Except as provided in Sections (B) and (C) of this Section, eighty percent (80%) of Units must be owner-occupied, meaning that a Unit may not be occupied by someone other than an owner or the immediate family member of the owner who meets the requirements of this section. As used in this Subsection, "immediate family members" means an owner's spouse, children, siblings, parents, grandparents or grandchildren.
 - (2) Multiple Owners. When a Unit is owned in whole or in part by a partnership, corporation, trust, or other entity, the entity shall designate by written notice to the Association one particular person or family who shall occupy the Unit. A different person or family may be so designated as the named occupant of a Unit by written notice to the Association.
 - (3) Application. Any Owner that intends to rent or lease a Unit, shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be unreasonably withheld so long as at least eighty (80%) percent of the Units in the Project are owner-occupied.
 - (4) Rental and Lease Prohibition. Except as provided in Sections (B) and (C) of this Section, a Unit may not be rented or leased.
 - (5) Restrictions on Permitted Rentals and Leases. A Unit permitted to be rented or leased under Sections (B) or (C) of this Section and the owner of the Unit are subject to the following restrictions:
 - (a) Not less than the entire Unit may be rented or leased.
 - (b) A Unit may not be rented or leased for transient or hotel purposes.
 - (c) A Unit may not be rented or leased for a period of less than

thirty (30) consecutive days.

- (B) OWNER OCCUPANCY EXCEPTIONS. Section (A)(1) and (4) of this Article do not apply to:
- (1) Grandfather Exception. Section (A) above does not apply to an Owner who, as of the date of the recording of this amendment, is renting or leasing a Unit in compliance with Section (A)(5) above. The Owner may continue to rent or lease the Unit to the existing tenant or subsequent tenants. The right of an Owner to rent or lease a Unit under this section terminates when the Owner no longer has an interest in the Unit, or when the Owner occupies the Unit. The successor in interest to the Unit has no rights under this section and is subject to the restrictions of Section (A) above.
 - (2) Mortgagee Exception. A first mortgagee who acquires a unit by foreclosure, deed in lieu of foreclosure, or other arrangement in lieu of foreclosure. A successor to the first Mortgagee is subject to the requirements and restrictions of Section (A)(1) and (4) of this Article.
 - (3) Military Exception. The owner of a Unit who is deployed with the military. Military personnel are otherwise subject to the requirements and restrictions of Section (A)(1) and (4) of this Article.
 - (4) Employment Relocation. A person who is relocated for employment for less than two years.
 - (5) Trust or Entity for Estate Planning. If the trust or estate planning entity was created for (a) the estate of a current resident of the lot; or (b) the parent, child, or sibling of the current resident of the lot, the entity or trust will be allowed to continue renting until an officer, owner, member, trustee, beneficiary, director, or other person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the lot, occupies the lot.
- (C) HARDSHIP EXCEPTION.
- (1) To avoid undue hardships or practical difficulties such as the owner's death, job relocation, extended vacation, disability, difficulty in selling the unit due to market conditions in the area or other similar circumstances the Management Committee deems appropriate, the Management Committee has discretion to approve

an application for a hardship exemption to permit the owner or other authorized person to temporarily rent or lease the owner's unit or to permit the unit to be occupied without the concurrent occupancy of the owner required under Section (A)(1) of this Article. The approval of an application may be subject to such terms and conditions as the Management Committee deems appropriate.

- (2) When the hardship exception under this Section terminates, the requirements of Section (A)(1) and (4) apply to the owner and the unit.

(D) **RENTAL AND LEASE AGREEMENT.** Rental and lease agreements for a unit rented or leased under an exception specified or permitted under Section (C) of this Article must be in writing and comply with rules adopted under Section (G) of this Article.

- (1) Copy of Signed Lease or Rental Agreement to be Provided to Management Committee. When a lease or rental agreement is approved, a copy of the lease or rental agreement, signed by the Renter and Owner, shall be submitted to the Management Committee within ten (10) days after it has been signed by both parties.

- (2) Crime Free Addendum. Each lease or rental agreement shall include (and if omitted shall be considered to include) a Crime Free Addendum. Each renter, lessee, tenant or other non-owner occupant shall be considered, by virtue of his entering or taking possession of the property, to be bound by and subject to the provisions of the Crime Free Addendum.

(E) **REMEDIES FOR VIOLATION.**

- (1) If an Owner fails to comply with Section (A)(1) or a condition imposed under Section (C) of this Article or rents or leases a lot or unit in violation of Section (A)(4) or (5) of this Article, the Management Committee may:
 - (a) Assess fines against the owner and owner's lot or unit in an amount to be determined by the Management Committee pursuant to a schedule of fines adopted by the Management Committee in accordance with UCA 57-8-37.
 - (b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the owner to

terminate the rental or lease agreement and remove the tenant.

- (2) Pursuant to rules adopted under this Article, if the Management Committee determines that a tenant has violated a provision of this Declaration, the Bylaws, any amendments thereto, or rules and regulations adopted pursuant to the documents, after notice and an opportunity for a hearing as prescribed in the adopted resolution, the Management Committee may require an owner to terminate a rental or lease agreement.

(F) **COSTS AND ATTORNEY FEES.**

- (1) Fines, charges, and expenses incurred in enforcing this Declaration, the Bylaws, and rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action under Section (E) of this Article, including reasonable attorney fees, are assessments against the Owner and lot or unit which may be collected and foreclosed by the Association as provided under UCA 57-8-37(6).
- (2) In addition to the assessment under Subsection (1) of this Section, the Association is entitled to recover from an owner determined by the Management Committee to be in violation of this Article its costs and attorney fees incurred for enforcement of this Article, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the owner and the lot or unit as an assessment pursuant to UCA 57-8-20.

AMENDMENT TWO

NOW THEREFORE, the Association hereby amends Article III, Section 36(c) of the Declaration to read as follows:

- (c) The affirmative vote of at least fifty-one (51%) percent of the Owners shall be required to amend this Declaration or the Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument an officer of the Association shall certify that the vote required by this Article for amendment has occurred.

AMENDMENT THREE

NOW THEREFORE, the Association hereby amends Article II, Section 6 of the Bylaws to read as follows:

EXHIBIT "A"
LEGAL DESCRIPTION
INTRIGUE HOMEOWNER'S ASSOCIATION

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

UNIT 1, Parcel # 21203530010000
UNIT 2, Parcel # 21203530020000
UNIT 3, Parcel # 21203530030000
UNIT 4, Parcel # 21203530040000
UNIT 5, Parcel # 21203530050000
UNIT 6, Parcel # 21203530060000
UNIT 7, Parcel # 21203530070000
UNIT 8, Parcel # 21203530080000
UNIT 9, Parcel # 21203530090000
UNIT 10, Parcel # 21203530100000
UNIT 11, Parcel # 21203530110000
UNIT 12, Parcel # 21203530120000
UNIT 13, Parcel # 21203530130000
UNIT 14, Parcel # 21203530140000
UNIT 15, Parcel # 21203530150000
UNIT 16, Parcel # 21203530160000
UNIT 17, Parcel # 21203530170000
UNIT 18, Parcel # 21203530180000
UNIT 19, Parcel # 21203530190000
UNIT 20, Parcel # 21203530200000
UNIT 21, Parcel # 21203530210000
UNIT 22, Parcel # 21203530220000
UNIT 23, Parcel # 21203530230000
UNIT 24, Parcel # 21203530240000
UNIT 25, Parcel # 21203530250000
UNIT 26, Parcel # 21203530260000
UNIT 27, Parcel # 21203530270000
UNIT 28, Parcel # 21203530280000
UNIT 29, Parcel # 21203530290000
UNIT 30, Parcel # 21203530300000
UNIT 31, Parcel # 21203530310000
UNIT 32, Parcel # 21203530320000
UNIT 33, Parcel # 21203530330000
UNIT 34, Parcel # 21203530340000
UNIT 35, Parcel # 21203530350000
UNIT 36, Parcel # 21203530360000
UNIT 37, Parcel # 21203530370000
UNIT 38, Parcel # 21203530380000

UNIT 39, Parcel # 21203530390000
UNIT 40, Parcel # 21203530400000
UNIT 41, Parcel # 21203530410000
UNIT 42, Parcel # 21203530420000
UNIT 43, Parcel # 21203530430000
UNIT 44, Parcel # 21203530440000
UNIT 45, Parcel # 21203530450000
UNIT 46, Parcel # 21203530470000
UNIT 47, Parcel # 21203530480000
UNIT 48, Parcel # 21203530490000
UNIT 49, Parcel # 21203530500000
UNIT 50, Parcel # 21203530510000
UNIT 51, Parcel # 21203530520000
UNIT 52, Parcel # 21203530530000
UNIT 53, Parcel # 21203530540000
UNIT 54, Parcel # 21203530550000
UNIT 55, Parcel # 21203530560000
UNIT 56, Parcel # 21203530570000
UNIT 57, Parcel # 21203530580000
UNIT 58, Parcel # 21203530590000
UNIT 59, Parcel # 21203530600000
UNIT 60, Parcel # 21203530610000
UNIT 61, Parcel # 21203530620000
UNIT 62, Parcel # 21203530630000
UNIT 63, Parcel # 21203530640000
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UNIT 66, Parcel # 21203530670000
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UNIT 68, Parcel # 21203530690000
UNIT 69, Parcel # 21203530700000
UNIT 70, Parcel # 21203530710000
UNIT 71, Parcel # 21203530720000
UNIT 72, Parcel # 21203530730000
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UNIT 88, Parcel # 21203530900000
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UNIT 94, Parcel # 21203530960000
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UNIT 96, Parcel # 21203530980000
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UNIT 99, Parcel # 21203531010000
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UNIT 102, Parcel # 21203531040000
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UNIT 104, Parcel # 21203531060000
UNIT 105, Parcel # 21203531070000
UNIT 106, Parcel # 21203531080000
UNIT 107, Parcel # 21203531090000
UNIT 108, Parcel # 21203531100000
UNIT 109, Parcel # 21203531110000
UNIT 110, Parcel # 21203531120000
UNIT 111, Parcel # 21203531130000
UNIT 112, Parcel # 21203531140000
UNIT 113, Parcel # 21203531150000
UNIT 114, Parcel # 21203531160000
UNIT 115, Parcel # 21203531170000
UNIT 116, Parcel # 21203531180000
UNIT 117, Parcel # 21203531190000

Parcel # 21-20-353-120 - Unit Area